

12/28/2016

MASTER SERVICES AND PURCHASING AGREEMENT

County of LA Response (1)	Vendor's Response (1)	County of LA Clarification (2)	Vendor's Response (2)
1. Term: This agreement will need to set a term, it cannot be evergreen as is written in the vendor's MSPA (it).	Agreed	Would these be the same terms and conditions we have already reviewed? If so, that is fine. If there are separate terms and conditions in the County's purchase order, we would want the opportunity to review those, please	To clarify, the terms and conditions would be the same as what has already been reviewed (there will not be any additional T&C's that have not been reviewed/negotiated by both parties). Based on this, can you please confirm that you will agree to our initial response of deleting the referenced statement?
2. Definitions – "Quote" – the following sentence should be deleted – "Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect;" if conflicts with language added by vendor in another exception.		The County's payment terms would govern. We can strike the attorneys' fees language	
3. Payment Terms: The proposed payment terms require invoices to be paid within 30 days of the date of invoice, and fees are not refundable. Based on the added language in item 1 of the vendor's exception, please clarify whether the County's PO or vendor's payment terms take precedent.		Also, the County is a public entity and therefore has a fiscal responsibility in dealing with public funds; as such we cannot agree to pay attorney fees for accounts sent to collection.	
5. Shipping/Risk of loss: Middle sentence states "any loss or damage that occurs during shipment is the Agency's responsibility."		We can agree to strike	
		This is unacceptable; the vendor shall provide their own shipping cost.	

6. Returns: No refunds – Reviewed and approved by the County of Los Angeles.	
7. Warranties: Reviewed and approved by the County of Los Angeles.	
10. Insurance: Reviewed and approved by the County of Los Angeles; however, copies of current COI's must be submitted prior to finalizing the contract.	We can provide the COIs
13. IP Indemnification: County wants to be clear that any settlement negatively impacting the County requires prior written consent. As such, we propose adding the following language – "The Agency authorizes and allows Taser to have sole control of the defense and/or settlement of any claim; provided, however, any admission and/or settlement must be made only with the prior written consent of the County if the admission and/or settlement requires any action on the part of the Agency or impacts its name or reputation."	Agreed
15. Termination	<p>Yes, termination for convenience is fine</p> <p>15.1 provides for termination for cause upon 30 days advance notice. Please clarify if the County's standard Cancellation provision (30 days termination for convenience) still applies; there may be a conflict based on the added language in item 1 of the exceptions.</p> <p>15.2 Reviewed and approved by the County of Los Angeles.</p> <p>15.4 Reviewed and approved by the County of Los Angeles.</p>

16.10. Assignment: We propose adding the following language to end of second sentence – "with prior written notice to the Agency," since the County requires notice of any assignment, merger, or acquisition in order to comply with County Code to ensure there aren't any fiscal, political, or other conflicts.	Agreed	
16.15. Entire Agreement: We propose adding "Agency Purchase Order" to this list of documents that make up the entire agreement.	Agreed, so long as it contains the same terms and conditions TASER has already reviewed	Same as item #2 above. Based on this, can you please confirm that you will agree to our initial response of adding 'Agency PO' to the list of documents?

The following terms and conditions have been negotiated and mutually agreed upon between the County of Los Angeles and Taser International, Inc. and are hereby incorporated into the terms and conditions of MA-IS-1740143 and associated Request for Quotation number RFQ-IS-17260141.

Representative Name: Robert Discoll
Signature: R. Discoll
Date: 12/20/11